

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, APPROVING A JOINT PARTICIPATION AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR US 27 RESURFACING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Leon County, Florida, (hereinafter known as the "Board") desires to cooperate with the Florida Department of Transportation (hereinafter known as the "Department") in constructing safety improvements and resurfacing US 27 in Leon County; and,

WHEREAS, the Department desires to cooperate with the Board in resolving flooding concerns adjacent to US 27; and

WHEREAS, Policy 93-11 authorizes the Chairman to execute agreements approved by the Leon County Board of County Commissioners.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Leon County, Florida, that:

1. The Joint Participation Agreement which is attached hereto and incorporated herein as Exhibit A, is hereby approved and adopted.
2. This Resolution shall become effective upon its adoption by the Leon County Board of County Commissioners.

DONE, ADOPTED, and PASSED by the Board of County Commissioners of Leon County, Florida, on this _____ day of _____ 2004.

LEON COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

BY: _____
Jane Sauls, Chairman

ATTESTED BY:
BOB INZER, CLERK OF THE COURT

BY: _____
CLERK

APPROVED AS TO FORM:

COUNTY ATTORNEY'S OFFICE
LEON COUNTY, FLORIDA

BY: _____
HERBERT W.A. THIELE
COUNTY ATTORNEY

FM# 406326-1-52-01
Project : SR 63 (US 27)
From I-10 to the Gadsden County Line

**AGREEMENT BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND LEON COUNTY, FLORIDA**

This Agreement entered into this _____ day of _____, _____, by and between the State of Florida, Department of Transportation, hereinafter called DEPARTMENT, and the County of LEON, hereinafter called the COUNTY.

WITNESSETH

WHEREAS, the COUNTY, wishes to be assured that during completion of FPID 406326-1 (U.S. 27 from I-10 to Gadsden County Line) the DEPARTMENT will furnish and install 1,437 feet of 10 inch Stormwater Force Main from Faulk Drive north along U.S. 27 to the cross drain at Station 568+70 (+/-) in Leon County which shall be maintained by COUNTY and the DEPARTMENT will additionally provide a right turn lane at Cynthia Drive in Leon County; and,

WHEREAS, the DEPARTMENT desires certain drainage and water storage rights for the purpose of treatment and attenuation of runoff water; and,

WHEREAS, accomplishment of each of the aforesaid matters is in the interest of both the DEPARTMENT and the COUNTY; and,

WHEREAS, the COUNTY by a vote of the COUNTY COMMISSION on May 25, 2004 has authorized the Chairman by Resolution to enter into this AGREEMENT; and,

WHEREAS, the parties are authorized to enter into this agreement under law, specifically but not limited to, the provisions of Chapter 334 Florida Statutes 2003;

NOW THEREFORE, in consideration of the mutual benefits to be derived, the parties agree to the following:

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. The DEPARTMENT agrees to furnish and install 1,437 feet of 10-inch Stormwater Force Main from Faulk Drive north along U.S. 27 to the cross drain at Station 568+70 (+/-) in Leon County from Faulk Drive and the COUNTY agrees to operate and maintain said Stormwater Force Main.

3. The COUNTY shall obtain any permits which are made necessary or become necessary in order to effectuate the terms of this AGREEMENT.
4. The DEPARTMENT agrees to provide a right turn lane at Cynthia Drive in Leon County.
5. The COUNTY shall allow the DEPARTMENT, by means of a perpetual grant of drainage easement, to transfer, treat and store stormwater runoff from a total of 35,824 square feet of currently existing impervious area from the Fred George Basin to the Lake Jackson Basin. The treatment and storage shall occur in the Faulk and View Pointe Retention Ponds which shall continue to be operated by Leon County.
6. This AGREEMENT and any interest herein shall not be assigned, transferred or otherwise encumbered by the COUNTY under any circumstances without the prior written consent of the DEPARTMENT. However, this AGREEMENT shall run to the DEPARTMENT and its successors.
7. To the extent allowed by the Laws of Florida, and without waiving it's sovereign immunity, the COUNTY hereby agrees to indemnify, defend, save, and hold harmless the DEPARTMENT from all claims, demands, liabilities, and suits of any nature arising out of, because of or due to any intentional or negligent act or occurrence, omission, or commission of the COUNTY, its agents, or employees. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the DEPARTMENT for its own negligence.
8. This AGREEMENT is governed by and construed in accordance with the Laws of the State of Florida.
9. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this AGREEMENT that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms and conditions herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
10. The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the comptroller of the DEPARTMENT that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall

prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one (1) year.

IN WITNESS WHEREOF, the COUNTY has caused this Agreement to be executed in its behalf this _____ day of _____, 2004, by its _____, being authorized to enter into and execute same by action of the COUNTY COMMISSION meeting in regular session on the ____ day of _____, 2004; and the DEPARTMENT has executed this Joint Participation Agreement through its District Secretary for District III, Florida Department of Transportation, this _____ day of _____, 2004.

LEON COUNTY, FLORIDA

ATTEST:

Bob Inzer, Clerk of the Court
Leon County, Florida

BY: _____
TITLE: Jane Sauls, Chairman
Board of County Commissioners

BY: _____

APPROVED AS TO FORM:
Leon County Attorney's Office

BY: _____
Herbert W. A. Thiele, Esq.
County Attorney

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ATTEST:

BY: _____
H. E. PRESCOTT
DISTRICT SECRETARY

APRIL STONEBREAKER
EXECUTIVE SECRETARY (SEAL)
P.O. Box 607, Hwy 90E
Chipley, Fl 32428

APPROVED AS TO FORM:
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

W. EDWARD IVEY
SENIOR ATTORNEY
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